

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 11	
1. REQUEST NO. <b>386-06-019</b>		2. DATE ISSUED <b>07-19-2006</b>		3. REQUISITION/PURCHASE REQUEST NO. 498-0007-3-03020		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5A. ISSUED BY Regional Contracting Office USAID/India West Building, US Embassy Shantipath, Chanakyapuri New Delhi - 110021. India						6. DELIVER BY (Date)  See Statement of Work	
5B. FOR INFORMATION CALL: (No collect calls)						7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME  Marcus A. Johnson, Jr.				TELEPHONE NUMBER AREA CODE NUMBER +91-11 24198796		9. DESTINATION a. NAME OF CONSIGNEE same as 5a	
8. TO: a. NAME (To Prospective Offerors) b. COMPANY						b. STREET ADDRESS	
c. STREET ADDRESS						c. CITY	
d. CITY				e. STATE		f. ZIP CODE	
d. STATE				e. ZIP CODE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) <b>08/08/2006; 1400 hrs, IST</b>			<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>						See CONTINUATION Page	
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	USAID/India is seeking services as per the Statement of Work attached. USAID contemplates award of Purchase Order resulting from this Solicitation.  For Details See Statement of Work Attached  The Contracting Officer will evaluate the quotations or offers received to determine which represents the Best Value to the Government. Government anticipates negotiated Purchase Order in which all factors other than price are considered relatively more important in selecting the awardee. The government may hold discussions, negotiations with offerors about their quote.						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %		b. 20 CALENDAR DAYS %		c. 30 CALENDAR DAYS %	
						d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
				a. Name (Type or print)		b. TELEPHONE	
c. COUNTY						AREA CODE	
d. CITY		e. STATE		f. ZIP CODE		c. TITLE (Type or print)	
						NUMBER	

## STATEMENT OF WORK

## South Asia Regional Initiative for Energy (SARI/Energy) Phase II Program Evaluation

### I. Introduction:

USAID's South Asia Initiative for Energy (SARI/Energy) is an eight country program that promotes energy security in the South Asian countries of Afghanistan, Pakistan, India, Nepal, Bhutan, Bangladesh, Sri Lanka and the Maldives. Begun in 2000, the SARI/Energy program focuses on approaches to meet South Asia's regional energy security needs through increased trade, investment and access to clean energy.

The SARI/Energy Program was created in 2000 to encourage regional cooperation in energy development and trade in clean energy resources among South Asian countries. The program was developed jointly by USAID and the U.S. Department of State to improve regional stability and energy security. The lack of market-driven, commercial energy supplies in the region was identified as a fundamental constraint to increased energy security, economic growth and associated improvements in environmental quality, human health, and reduced emissions of greenhouse gas emissions in the energy sector. Over the past five years the program has focused on building trust and confidence across borders, as well as advocacy for necessary reforms in the energy sector.

The program is implemented through the following five partners

1. Nexant Inc. for technical assistance and training;
2. United States Energy Association for regional energy partnerships;
3. National Renewable Energy Laboratory for renewable energy;
4. Winrock International (Winrock) for community based small grants program and
5. U.S. Chamber of Commerce (USCoC) for private sector coalitions.

An evaluation of the Phase I SARI/E program was conducted in 2002 and the evaluation report is available with USAID's SARI/E program office. Based on the recommendations of the evaluation the program was extended to Phase II and Nexant was awarded the prime contract under RFP process in October 2003 for implementing the technical assistance and training components of the program for a total funding of approx. \$15 million until Sept. 2006 and Winrock International was awarded the Grant in May 2003 based on the RFA process for implementation of small grants program. USCoC continued its performance under cooperative agreement signed during April 2001.

In Phase II there was a shift in the theme -- Phase I of SARI/E program focused on '*building confidence*' and Phase II focus on *building commitments across borders that will enhance energy cooperation and potential trade* and also a shift from regional interconnection to regional energy security.

### II. Purpose of Evaluation:

The purpose of this evaluation is to assess the appropriateness of the implementation strategy in reaching the program's objectives; the cost-effectiveness and impact of activities implemented by Nexant, Winrock and USCoC in each of the SARI/Energy countries (Afghanistan, Pakistan, Bangladesh, Bhutan, Nepal, India, Sri Lanka and Maldives) how far implementing partners have succeeded in achieving the shift of '*building confidence*' in Phase I to *building commitments across borders that will enhance energy cooperation and potential trade* in Phase II.

The principle objectives of SARI/Energy Phase II are listed below; (the contractor should also review the USAID's contract with Nexant, USCoC cooperative agreement and Winrock grants agreement for additional detail to conduct the evaluation.)

- Increased capacity of regional training and research institutions to advocate and support regional energy cooperation
- Increased analytical coverage of opportunities for regional energy cooperation by regional media
- Increased understanding of the linkages between competitiveness, industrial growth and regional cooperation among regional industry leaders and associations
- Establishment of a regional framework to collaboratively address common energy issues such as power sector reforms, market for energy efficient appliances and access of electricity to undeserved population segments.

### III. Scope of Work

In particular, the evaluation contractor will assess implementing partners' performance in the following areas:

- Regional Energy Security: to what extent has the implementing partners sought the opportunities to enhance energy security in the region through regional cooperation, and which activities had maximum impact on achieving this objective?
- Distribution reform with focus on rural energy supply: Impact of technical support provided by the implementing partners to selected organizations in Bangladesh, India, Nepal, Sri Lanka, Afghanistan and Pakistan for managing distribution reforms and rural energy supply
- Regulatory Reforms and re-structuring: how the implementing partners leveraged and worked with the existing USAID bilateral programs to ensure that SARI/E assistance strengthens the regional aspects of ongoing bilateral regulatory programs.
- Energy Efficiency: To what extent the implementing partners succeeded in evolving regional standards and labeling for appliance and lighting fixtures and increasing regional trade of energy efficient appliances with in South Asia.

The contractor will evaluate each implementer against the following key parameters:

1. Quality assessment: quality of reports from the technical content, appropriateness, presentation and language standpoint (a sample of five reports prepared by implementing partners, grantees, and sub-contractors for SARI/Energy (the reports will be selected by USAID);
2. Resources utilization: Selection and utilization of appropriate resources for implementation of selected tasks, and use of local organizations for optimizing costs;
3. Market impact: Mapping of activities implemented by partners and impact of these activities on achieving program objectives based on feed back from various stakeholders;
4. Cost effectiveness of work: Evaluate the overall cost per event or deliverable of comparable quality or scope/size, for given results and deliverables and to accomplishing the program objectives;
5. Protocols: Internal protocol maintained by implementation partners for meeting with Government officials, Public sector officials and other stakeholders, and circulating meeting notes to in-country USAID offices and SARI/Energy office in New Delhi;
6. Sustainability: Evaluate sustainability aspect of activities that include creation of organizations and/or networks (for e.g. Regional Energy Training Network, Regional Energy Access Network, Training Institute Partners, South Asia Regional Energy Coalition etc) by the implementing partners; and

7. USAID Implementation Management: What aspect of USAID management has most contributed to program impact and/or constrained program impact, and to what extent has USAID emphasized the “what” of the activity and allowed the implementing partners to creatively address the “how”?

The list of illustrative questionnaire for evaluating above listed parameters is attached in Annexure A

#### IV. Illustrative Evaluation method(s)

- Contractor will use Rapid Evaluation method that may include the following activities
  - Map the major activities implemented by the SARI/Energy implementing partners and develop questionnaire for evaluating the impact of selected activities (Illustrative questionnaire attached in Annexure A). The questionnaire may be finalized in consultation with USAID SARI/Energy Program Office.
  - Interviews: Interactions with selected stakeholders, 10 to 15 from each country, in South Asia followed by broad evaluation of responses to questions by the stakeholders
    - SARI/Energy country coordinators will provide necessary assistance in setting up meetings with potential interviewees;
    - Interviews outside South Asia may be preferably conducted through telephone or video conferencing;
  - Reports / Studies Evaluation: Evaluation of selected reports and studies prepared by implementing partners to meet program objectives; and
  - Annual Reporting: Review of annual performance reports submitted by implementing partners.

#### V. Deliverables

1. **Draft Work Plan:** The evaluation team will develop work plan in coordination with USAID.
2. **Presentation:** The evaluation team will provide a briefing of its findings to USAID Program Managers and their staff, and other USAID staff at the conclusion of the visits to the various SARI/Energy participating countries. The team will coordinate closely with the CCOs of the respective country for meeting with stakeholders in each country.
3. **Draft Report:** The evaluation team will present a draft report of its findings and recommendations to the SARI/Energy Regional Program Manager within five business days after they complete the field visits for comments from USAID and implementation partners.
4. **Final Report:** Three paper copies of the final report as well as an electronic version in Microsoft Word compatible document shall be submitted to the Regional Program Manager, SARI/Energy within five working days following receipt of comments from USAID and implementation partners.

The final report shall include an executive summary of not more than 2 pages, a main report with conclusions not to exceed 10 pages, a copy of this scope of work, evaluation questionnaires used to collect information on each of the program components, and lists of persons and organizations contacted.

#### VI. Payments:

1. 25% on submission and approval of Work Plan.
2. 10% upon completion of deliverable V.2 above.
3. 15% upon submission of Draft Report.
4. 50% upon submission and Acceptance of Final Report.

## **VII. Relationships and Responsibilities:**

The contractor will work under the technical direction of USAID/India's Regional Program Manager for SARI/Energy.

## **VIII. Performance Period:**

Beginning On/about September 1, 2006 until no later than October 15, 2006.

## **IX. Duty Post(s)**

USAID missions across six countries namely, New Delhi/India; Dhaka/Bangladesh; Kathmandu/Nepal; Colombo/Sri Lanka, Kabul/Afghanistan and Islamabad/Pakistan. In addition, contractor's evaluation team may have to travel to Bhutan and Maldives.

## **X. Logistic Support**

The contractor will be responsible for arranging all logistical support for performance of this SOW tasks. Implementing partners and USAID may provide assistance in arranging meetings with program beneficiaries, contractor staff, and other key stakeholders

## **XI. Suggested Technical Qualifications and Experience Requirements for the Evaluation Team**

USAID requires a team with a minimum of two individuals who have direct professional experience working in the South Asia to carry out the requirement. Second, each team member must have knowledge of USAID's objectives, approaches, and operations, and/or prior evaluation and assessment experience at another donor agency. Third, the two key individual team members positions stated below must have the technical qualifications identified.

**1. South Asia Team Leader - Senior Program & Policy Analyst:** The Team Leader will be responsible for coordinating evaluation activities and ensuring the production and completion of a quality report. In addition to proven ability to provide this leadership role he/she should have substantial and demonstrated expertise in evaluation techniques involving projects with technical assistance and training components. The Team Leader must have extensive experience in Energy sector policy, sector reform, and trade development. The Team Leader must have at least 10 years experience in managing energy sector trade and investment projects in developing countries preferred. The person should have direct experience in working with ministries, government and non-government institutions, multilateral and bilateral donor agencies, and private sector stakeholders. The person should have formal education or training in engineering, public policy, and business management.

**2. South Asia Senior Energy Analyst:** This person must be an energy expert having substantial experience in energy sector issues within South Asia countries. This person must have at least 8 years experience working with the private sector, NGOs and governments in South Asia energy sector. It is preferred that the person should have expertise in industry research and analysis for identifying key issues and challenges in regional energy trade and investment. Should have excellent inter-personal and networking skills, and be familiar with the public sector and business environment in South Asia. The person should have formal education or training in engineering or business management.

**Illustrative questionnaire**

The contractor may use the following line items for evaluating the above and the questionnaire will be finalized by contractor in consultation with USAID:

- Providing Support for workshops, meetings and seminars
  - Evidence of impact of workshops, meetings and seminars on meeting the program objectives.
- Conducting analytical studies
  - Quality of analytical studies as compared to similar other professional reports. Sample professional reports will be provided by SARI/Energy.
  - Appropriateness of study with in the SARI/Energy program framework and impact of studies on meeting program objectives
  - Stakeholder feedback on analytical studies prepared by Implementers
- Project development and investment support
  - Quality of technical assistance services provided by Implementers for project development and investment support. The quality may be evaluated based on the stakeholder feedback and evaluation of documents prepared for enabling project development and investment support
- Capacity building of the training institution partners; other training; peer exchanges, networking platforms etc.
  - Evaluation of training related programs created by Nexant, for eg TIPS, RETN etc for sustainability.
  - Evaluation of SAREC created by USCoC for sustainability.
- Forum for influential academics and eminent persons
  - Ability to reach influential academics and eminent persons in the region,
  - Contributions made by the forum for meeting the program objectives
- Communication and outreach
  - Evaluation of user friendliness and ability to locate documents and up-to-date event and program information on website developed and maintained by Nexant for SARI/Energy program.
- Specific programs in Afghanistan and Pakistan
  - Stakeholder feedback for the technical assistance and grants provided by Implementers in Afghanistan and Pakistan. The TA includes LNG policy framework support to Pakistan, Industrial Survey in Afghanistan, Central Asia and Afghanistan power trade, capacity building in Afghanistan etc.
- Financial strengths
  - Use of local expertise (institutional and individual capacities) for optimizing costs without compromising quality of deliverables.
  - To what extent the activity financial and budgetary profile accurately inform USAID of activity performance in selected high cost activities.

## ADDITIONAL PROVISIONS/TERMS AND CONDITIONS

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### A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-7	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987

### A.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \_.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies. ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this

offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

### **A.3 52.213-2 INVOICES (APR 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

### **A.4 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).



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(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (FEB 2006).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

#### **A.5 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.